

**CABLE TELEVISION
RENEWAL LICENSE**

**GRANTED TO
VERIZON NEW ENGLAND INC.**

APRIL 4, 2022

**THE SELECT BOARD
TOWN OF TOPSFIELD,
MASSACHUSETTS**

TABLE OF CONTENTS

ARTICLE		PAGE
1.	DEFINITIONS	2
2.	GRANT OF LICENSE AUTHORITY	7
3.	PROVISION OF CABLE SERVICE.....	11
4.	SYSTEM FACILITIES	12
5.	PEG ACCESS SERVICES AND SUPPORT	13
6.	LICENSE FEES	17
7.	CUSTOMER SERVICE.....	18
8.	REPORTS AND RECORDS	19
9.	INSURANCE AND INDEMNIFICATION	20
10.	RENEWAL OF LICENSE.....	22
11.	ENFORCEMENT AND TERMINATION OF LICENSE	22
12.	MISCELLANEOUS PROVISIONS	24

EXHIBITS

EXHIBIT A -- MUNICIPAL AND SCHOOL BUILDINGS TO BE PROVIDED CABLE
SERVICE SUBJECT TO SECTION 3.3

EXHIBIT B – FORM OF PERFORMANCE BOND

THIS CABLE TELEVISION RENEWAL LICENSE (this “Renewal License” or “Agreement”) is entered into by and between the Select Board of the Town of Topsfield (the “Town”), as Issuing Authority for the grant of cable television license(s) pursuant to M.G.L. Chapter 166A, and Verizon New England Inc., a corporation duly organized under the applicable laws of the State of New York (the “Licensee”).

WHEREAS, the Issuing Authority is a “franchising authority” in accordance with Title VI (as hereinafter defined) (see 47 U.S.C. § 522(10)) and is authorized to grant one or more nonexclusive cable licenses pursuant to the Massachusetts Cable Law;

WHEREAS, the Issuing Authority granted to Licensee effective as of December 4, 2006, a nonexclusive Final License to install, maintain, extend, and operate a Cable System in the Town for a term of fifteen (15) years (the “Final License”);

WHEREAS, the Licensee has operated a Cable System in accordance with the Final License as of the effective date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Town which also transmits Non-Cable Services pursuant to authority granted by M.G.L. c. 166 and Title II, which Non-Cable Services are not subject to the Massachusetts Cable Law or Title VI;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Issuing Authority undertook a process to determine whether it should renew the Final License and the terms for such a renewal;

WHEREAS, the Issuing Authority has examined the past performance of Licensee and has determined that Licensee is and has been in material compliance with the Final License and applicable law;

WHEREAS, pursuant to and in accordance with applicable federal and State law, the Licensee submitted to the Issuing Authority a proposal to renew the Final License to operate a Cable System in the Town; and

WHEREAS, following good faith negotiations between the parties, the Issuing Authority and Licensee have agreed on the terms for a renewal License under which Licensee will continue to operate its Cable System in the Town;

NOW, THEREFORE, in consideration of the Issuing Authority’s grant of a renewal License to the Licensee, the Licensee’s promise to continue providing Cable Service to residents of the Town pursuant to the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act are incorporated herein and shall apply in this Renewal License. For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. In addition, the following definitions shall apply:

1.1. *Access Channel*: A video Channel which the Licensee shall make available to the Town of Topsfield and/or its designee(s) without charge for non-commercial public, educational, or governmental use for the transmission of non-commercial Video Programming as directed by the Issuing Authority and in accordance with the terms of this Renewal License.

1.2. *Affiliate*: When used in relation to any Person, another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

1.3. *Basic Service Tier*: Any service tier which includes the retransmission of local television broadcast signals.

1.4. *Cable Division*: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

1.5. *Cable Service* or *Cable Services*: Shall be defined herein as it is defined under Section 602(6) of the Communications Act, 47 U.S.C. § 522(6), meaning the one-way transmission to Subscribers of Video Programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

1.6. *Cable System* or *System*: Shall be defined herein as it is defined under Section 602(7) of the Communications Act, 47 U.S.C. § 522(7), meaning a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a cable system (other than for purposes of Section 621(c) of the Communications Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand

services; (D) an open video system that complies with Section 653 of the Communications Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.7. *Channel*: Shall be defined herein as it is defined under Section 602(4) of the Communications Act, 47 U.S.C. § 522(4).

1.8. *CMR*: The Code of Massachusetts Regulations.

1.9. *Commercial Subscriber*: A commercial, non-residential Subscriber.

1.10. *Communications Act*: The Communications Act of 1934, as amended.

1.11. *Complaint*: Shall be defined herein as it is defined by the Cable Division's Order Adopting Revised Form 500 (June 11, 1999), meaning any written or verbal contact with the Licensee in connection with Cable Service in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

1.12. *Converter*: A device capable of unscrambling coded video signals distributed over the Cable System.

1.13. *Educational Access Channel*: An Access Channel available for the non-commercial use of local educational institutions in the Town, as well as the PEG Access Designee.

1.14. *Effective Date*: The Effective Date of this Renewal License, being April 4, 2022.

1.15. *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.16. *Force Majeure*: Acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes, labor disturbances or lockouts; unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Issuing Authority, the Town or the Licensee, and unreasonable work delays.

1.17. *FTTP Network*: The network constructed and operated by the Licensee and having the meaning set forth in the recitals of this Renewal License.

1.18. *Government Access Channel*: An Access Channel made available by the Licensee for use of the Issuing Authority and/or its designee Access Provider to present non-commercial governmental programming.

1.19. *Gross Revenues*: All revenues derived by the Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Service in the Town, including, without

limitation, the following items: fees collected from Subscribers (including Commercial Subscribers) for Cable Services, including, without limitation, Basic and premium Cable Services, pay-per-view Cable Services and digital Cable Services; installation, reconnection, downgrade, upgrade and similar charges; revenues received from rentals or sales to Subscribers of Converters, remote controls and other Subscriber equipment used to provide Cable Service over the Cable System; Leased Access Channel programming revenues; revenues that the Licensee receives from home shopping channels as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; advertising revenues as prorated to include such revenue attributable to the Cable System in the Town based on the number of Subscribers; and except as provided below, all fees imposed on the Licensee by this Renewal License and applicable law that are passed through and paid by Subscribers (“fee-on-fee”) in accordance with applicable law. Gross Revenues based on bundled services shall be calculated in accordance with Section 5.4.2 below. Gross Revenues shall be determined in accordance with generally accepted accounting principles; provided, however, that Gross Revenues shall not include:

1.19.1. Revenues received by any of Licensee’s Affiliates, except to the extent that such revenues relate directly to the provision of Cable Services over the Cable System in the Town;

1.19.2. Actual bad debts written off by the Licensee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.19.3. Any revenues foregone as a result of (i) refunds, rebates or discounts made to Subscribers, or (ii) the Licensee’s provision of free or reduced cost Cable Services to any Person, including without limitation, employees of the Licensee and public institutions pursuant to M.G.L. Chapter 166A, Section 5(e); provided, however, that if the Licensee receives trades, barbers, services or other items of value instead of cash revenue then such items shall be included in Gross Revenue;

1.19.4. Any revenues wholly generated by services that are defined and classified as Non-Cable Services revenue under federal or State law including, without limitation, revenues received from Telecommunications Services; revenues received from Information Services, and directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement and electronic publishing;

1.19.5. Any revenues of the Licensee or any other Person which is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.19.6. Revenues from the sale of Cable Services on the Cable System to a reseller, when the reseller is required by the Town to pay (and does pay) License Fees to the Town on the resale of the Cable Services;

1.19.7. Any tax, fee or assessment of general applicability imposed by a Town, State, federal or other governmental entity and required to be collected from Subscribers by the Licensee and remitted to the taxing entity (including, but not limited to, taxes in the nature of a sales/use tax, communication tax and non-cable license fees);

1.19.8. Revenues from the sales of capital assets or sales of surplus equipment; provided that this exclusion shall not include sales to Subscribers of Converters, remote controls and other Subscriber equipment for the provision of Cable Service over the Cable System; and

1.19.9. Any fees or charges collected from Subscribers for the PEG Grant.

1.20. *High Definition (HD) PEG Access Channel:* A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p.

1.21. *Information Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24).

1.22. *Issuing Authority:* The Select Board of the Town of Topsfield, Massachusetts.

1.23. *Leased Access Channel:* A Channel that the Licensee designates for commercial use pursuant to Section 612 of the Communications Act.

1.24. *License Fee:* The payments to be made by the Licensee to the Town and the State, which shall have the meaning as set forth in Section 622(g) of the Communications Act and Section 9 of M.G.L. Chapter 166A.

1.25. *Licensee:* Verizon New England Inc., and its lawful and permitted successors, assigns and transferees.

1.26. *M.G.L. Chapter 166A:* Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

1.27. *Non-Cable Services:* Any service that does not constitute Cable Service(s) as defined herein over the FTTP Network in the Town, including, but not limited to, Information Services and Telecommunications Services.

1.28. *Normal Business Hours:* Those hours during which Licensee's retail locations in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

1.29. *PEG:* Public, educational, and governmental.

1.30. *PEG Access Channel*: An Access Channel made available to the Town and/or the PEG Access Designee for PEG Access Programming pursuant to the terms of this Renewal License.

1.31. *PEG Access Programming*: Non-commercial Video Programming transmitted on the PEG Access Channel(s) pursuant to the terms of this Renewal License, and applicable laws.

1.32. *Person*: Any corporation, partnership, limited partnership, association, trust, organization, joint stock company, other business entity, individual, or governmental entity.

1.33. *Prime Rate*: The prime rate of interest as published in the Wall Street Journal.

1.34. *Public Access Channel*: An Access Channel made available by the Licensee for the non-commercial use by the residents in the Town and/or the PEG Access Designee.

1.35. *Public Rights-of-Way*: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing.

1.36. *Service Area*: The entire existing territorial limits of the Town.

1.37. *Standard Definition ("SD") PEG Access Channel*: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

1.38. *State*: The Commonwealth of Massachusetts.

1.39. *Subscriber*: Any Person who lawfully receives Cable Service distributed over the Cable System with the Licensee's express permission.

1.40. *Telecommunications Facilities*: The Licensee's existing Telecommunications Services and Information Services facilities, including the FTTP Network.

1.41. *Telecommunication Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53).

1.42. *Title II*: Title II of the Communications Act.

1.43. *Title VI*: Title VI of the Communications Act.

1.44. *Town*: The Town of Topsfield, Massachusetts.

1.45. *Video Programming or Programming*: Shall be defined herein as it is defined under Section 602(20) of the Communications Act, 47 U.S.C. § 522(20), meaning programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

1.46. *Video Service Provider or VSP*: Any entity using any portion of the Public Rights-of-Way to provide Video Programming services to multiple subscribers within the territorial boundaries of the Town, for purchase, barter, or free of charge, regardless of the transmission method, facilities or technologies used. A VSP shall include, but is not limited to, any entity that provides Cable Services, multi-channel multipoint distribution services, broadcast satellite services, satellite delivered services, wireless services, and internet-protocol based services within the territorial boundaries of the Town.

2. GRANT OF LICENSE AUTHORITY

2.1. *Grant of Authority*: Subject to the terms and conditions of this Renewal License and pursuant to M.G.L. Chapter 166A, the Issuing Authority hereby grants the Licensee the right to own, operate and maintain a Cable System in, under, over and along the Public Rights-of-Way within the Town and subsequent additions thereto, in order to provide Cable Service. This Renewal License grants no authority for the Licensee to use the Public Rights-of-Way within the Town for any other purpose(s) unless otherwise provided herein. The Licensee's FTTP Network is subject to M.G.L. c. 166 and as such is subject to regulation by the Town consistent with that law. The Licensee shall adhere to all applicable local bylaws and lawful regulations of the Town regarding Public Rights-of-Way and public works matters, including rights-of-way management requirements with regard to public safety, aesthetics, pole attachments and other legitimate municipal concerns. Nothing in this Section 2.1 shall be deemed to prohibit the right of the Licensee to challenge the legality of such local bylaws, regulations and requirements, or the right of the Issuing Authority to oppose any such challenge. Consistent with and subject to the Licensee's existing authority to operate in the Public Rights-of-Way, grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Rights-of-Way. Any disputes between the Licensee and other parties regarding use of the Public Rights-of-Way shall be resolved in accordance with applicable law and regulations.

2.2. *Issuing Authority Does Not Regulate Telecommunications*: The parties recognize that the FTTP Network is constructed, operated and maintained as an upgrade to and/or an extension of the Licensee's existing Telecommunications Facilities under Title II and M.G.L. c. 166. In accordance with applicable law(s), the Issuing Authority's regulatory authority under Title VI does not extend to the construction, installation, maintenance or operation of the FTTP Network to the extent the FTTP Network is and/or was constructed, installed, maintained or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. The Town does not and will not assert jurisdiction over the Licensee's FTTP Network in contravention of applicable federal or State law(s). The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth or future technological capacity that is used for the transmission of Cable Services to Subscribers within the Town and shall not include the Telecommunications Facilities of the Licensee. Nothing in this Renewal License shall be construed to prohibit the Licensee from offering any service over

the Cable System that is not prohibited by Federal or State law provided that any requirements for Town authorization or permitting not inconsistent with federal and State law are satisfied.

2.3. *Term:* The term of this Renewal License shall be for a period of five (5) years, commencing on April 4, 2022 (the “Effective Date”), and shall expire at midnight on April 3, 2027, unless the Renewal License is earlier terminated by Licensee pursuant to the terms of Sections 2.4 or 2.5 of this Renewal License or revoked by the Issuing Authority as provided herein.

2.4. *Termination:* Notwithstanding any provision herein to the contrary, following the thirtieth (30) month after the Effective Date, Licensee may terminate this Renewal License upon one hundred and eighty (180) days’ written notice to the Issuing Authority.

2.5. *Modification/Termination Based on VSP Requirements:*

2.5.1. If the Issuing Authority enters into any franchise agreement, license, or grant of authorization to a VSP to provide Video Programming services to residential subscribers in the Town and provided that such terms or conditions can be reasonably demonstrated to materially and adversely affect Verizon’s competitive position relative to any VSP that has entered an agreement, etc. that is deemed materially less burdensome, Licensee and the Issuing Authority shall, within sixty (60) days of the Issuing Authority’s receipt of Licensee’s written notice, commence negotiations to modify this Renewal License to create reasonable competitive equity between Licensee and such other VSPs. Any modification of the Renewal License pursuant to the terms of this Section shall not trigger the requirements of 207 CMR 3.07. The PEG Grant and PEG Access Support, as provided in Sections 5.3 and 5.4, will not be subject to modification under this Section 2.5.1 or 2.5.2.

2.5.2. In the event the parties do not reach mutually acceptable agreement on a modification requested by Licensee, Licensee shall, at any time and in its sole discretion, have the option of exercising any of the following actions:

a. commencing license renewal proceedings in accordance with 47 U.S.C. § 546 with the Renewal License term being accelerated, thus being deemed to expire thirty-six (36) months from the date of Licensee’s written notice to seek relief hereunder;

b. terminating the Renewal License within three (3) years from written notice to the Issuing Authority;

c. submitting the matter to mediation by a mutually-acceptable mediator;

d. submitting the matter to the Cable Division of the Massachusetts Department of Telecommunications and Cable; or

e. if agreed by both parties, submitting the matter to commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association.

2.5.3. PEG Grant and PEG Access Support payments under this Renewal License shall be modified in accordance with the terms and conditions set forth in Sections 5.3 and 5.4 hereunder.

2.6. *Grant Not Exclusive:* This Renewal License and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Issuing Authority reserves the right to grant other licenses for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Renewal License. The issuance of additional cable license(s) shall be subject to applicable federal laws, M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

2.7. *Renewal License Subject to Applicable Federal and State Law:* This Renewal License is subject to and shall be governed by all applicable provisions of federal and State law(s) and regulations as they may be amended, including but not limited to Title VI and M.G.L. Chapter 166A.

2.8. *No Waiver:*

2.8.1. The failure of the Issuing Authority on one or more occasions to exercise a right or to require compliance or performance under this Renewal License, M.G.L. Chapter 166A or any other applicable law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Issuing Authority, nor to excuse the Licensee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2. The failure of the Licensee on one or more occasions to exercise a right under this Renewal License or applicable law, or to require performance under this Renewal License, shall not be deemed to constitute a waiver of such right or of performance of this Renewal License, nor shall it excuse the Issuing Authority from performance, unless such right or performance has been specifically waived in writing.

2.9. *Construction of Renewal License:*

2.9.1. The provisions of this Renewal License shall be liberally construed to effectuate their objectives.

2.9.2. Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

2.10. *Police Powers; Change in State Law:* Nothing in this Renewal License shall be construed to prohibit the reasonable, necessary and lawful exercise of the Town's police powers. However, if the reasonable, necessary and lawful exercise of the Town's police powers, or any change to State Law, results in any material alteration of the terms and conditions of this Renewal License, then the parties shall participate in informal negotiation sessions to attempt to modify this Renewal License to the mutual satisfaction of both parties to ameliorate the negative

effects on the Licensee of the material alteration. The parties shall use their best efforts to reach a mutually agreeable amendment to this Renewal License for a period of thirty (30) business days. If, at the conclusion of such thirty (30) day period, the parties are unable to reach an agreement, then the parties shall submit the matter to non-binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The parties agree that the decision of the arbitrator shall be presented as the parties' amendment proposal pursuant to 207 CMR 3.07. This Section 2.10 shall be subject to the procedural requirements of 207 CMR 3.07.

2.11. *Compliance with Federal and State Privacy Laws:* Licensee shall comply with the privacy provisions of Section 631 of the Communications Act and all other applicable federal and State privacy laws and regulations. The parties agree that, during the term hereof, Licensee shall not be subject to any local laws or ordinances which conflict with such applicable federal and/or State privacy laws, or which would impose additional or distinct requirements upon Licensee with respect to Subscriber privacy other than those which are expressly set forth in applicable federal and/or State privacy laws.

2.12. *Transfer of the Renewal License:*

2.12.1. Subject to Section 617 of the Communications Act, M.G.L. Chapter 166A and Section 2.12.2 below, the Licensee shall not transfer this Renewal License without the prior consent of the Issuing Authority, provided that such consent shall not be arbitrarily or unreasonably withheld, delayed or conditioned. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Cable Division and/or the FCC. Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and one (1) copy of the application on FCC Form 394 requesting such transfer request. The Issuing Authority shall have one hundred twenty (120) days, or such other time frame that may be established by applicable law, from the filing of the completed Form 394 to take final action on it. If the Issuing Authority has not taken final action within such 120 day period, then the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

2.12.2. The Licensee shall not be required to obtain the Issuing Authority's consent to transfer this Renewal License in connection with any transaction that does not constitute a transfer of control under applicable State laws and regulations, including, without limitation, the following: (i) (A) a transfer of an ownership or other interest in the Licensee to the parent of the Licensee or to another Affiliate of the Licensee; (B) transfer or assignment of this Renewal License or control thereof to the parent of the Licensee or to another Affiliate of the Licensee; (C) any action which is the result of a merger of the parent of the Licensee; or (D) any action which is the result of a merger of another Affiliate of the Licensee; or (ii) in connection with a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Licensee in this Renewal License or the Cable System in order to secure indebtedness; provided, however, that to the extent that any of the foregoing transactions are determined to constitute a transfer of control pursuant to 207 CMR 4.01, then such transaction shall be subject to the Cable Division's transfer regulations (207 CMR 4.00, et. seq.).

2.12.3. Pursuant to 207 CMR 4.04, as may be amended, and applicable federal law, in considering a request to transfer control of this Renewal License, the Issuing

Authority may consider only the transferee's management experience, technical expertise, financial capability and legal ability to operate the Cable System under this Renewal License, and any other criteria allowable under applicable law and/or regulation.

2.12.4. The consent or approval of the Issuing Authority to a transfer of this Renewal License shall not constitute a waiver or release of the rights of the Town under this Renewal License.

2.12.5. In the event that this Renewal License is transferred, the transferee shall be subject to all of the terms and conditions contained in this Renewal License.

3. PROVISION OF CABLE SERVICE

3.1. *Service Area:* The Licensee shall continue to offer Cable Service to substantially all residential households served by aerial plant, and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of delay caused by the Town; (C) for periods of delay resulting from Licensee's inability to obtain authority to access rights-of-way in the Town; (D) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units that Licensee cannot access under reasonable terms and conditions after good faith negotiation, as determined by Licensee; (F) in areas, developments, buildings, or other residential dwelling units where Licensee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis, including, but not limited to, circumstances where Licensee cannot access the area, development, building, or other residential dwelling unit by using Licensee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas, developments, buildings, or other residential dwelling units that are not habitable or have not been constructed as of the Effective Date where the average density at the time of the request for Cable Service is equal to or less than twenty (20) residential dwelling units per aerial mile and forty (40) residential dwelling units per underground mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line and where Licensee has not secured written agreements for the provision of Cable Service from at least twenty (20) residential dwelling units per mile, or where Licensee is unable, after good faith efforts, to make Cable Service available on a commercially reasonable basis; or (H) to Subscribers who fail to abide by Franchisee's terms and conditions of service.

3.2. *Availability of Cable Service:* The Licensee shall make Cable Service available to all residential dwelling units, and may make Cable Service available to businesses, within the Town in conformance with Section 3.1. In the areas in which the Licensee shall provide Cable Service, the Licensee shall be required to connect, at the Licensee's expense, all residential dwelling units that are within one hundred fifty (150) feet of the Licensee's FTTP Network. The Licensee shall be allowed to recover, from a Subscriber who requests such connection, actual costs incurred for residential dwelling unit connections that exceed one hundred fifty (150) feet, and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3. *Cable Service to Public Buildings:* In accordance with applicable provisions of the FCC’s 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the “621 Order”), within a reasonable period of time following the Effective Date, the Licensee shall provide written notice to the Issuing Authority regarding the manner and process by which the Licensee shall implement the 621 Order’s requirements regarding the provision of free or discounted Cable Service to public buildings under a cable license. If there is a final determination or ruling of any agency or court having jurisdiction, after exhaustion of all appeals related thereto, reversing the 621 Order such that the provision of free or discounted Cable Service to public buildings pursuant to a cable franchise should no longer be included in the calculation of franchise fees subject to the five percent (5%) statutory cap under the Communications Act, then, subject to Section 3.1, if requested in writing by the Issuing Authority within sixty (60) days following such ruling, the Licensee shall provide one Cable Service drop, outlet and monthly Basic Service along its activated Cable System route in the Town at no cost to public schools, police and fire stations, public libraries and other public buildings designated in writing by the Issuing Authority. All such written designations shall include the street address of each building. The current designation of such buildings and their addresses is set forth in **Exhibit A**. The Licensee shall coordinate the location of each outlet with representatives for each of the buildings receiving service pursuant to this Section 3.3. The parties hereto agree that the exercise of any conditional obligations set forth in this Section 3.3 shall not constitute a modification or amendment of the Renewal License within the meaning of 207 CMR 3.07.

4. SYSTEM FACILITIES

4.1. *System Characteristics:* The Licensee’s Cable System shall meet or exceed the following requirements:

4.1.1. The Cable System shall be operated with an initial digital carrier and analog passband of between 50 and 860 MHz.

4.1.2. The Cable System shall be operated to be an active two-way plant for subscriber interaction, if any, required for the selection or use of Cable Service.

4.1.3. The Cable System shall comply with applicable FCC technical standards, as such standards may be amended from time to time.

4.1.4. The Cable System shall conform in all material respects to the following standards to the extent applicable: Occupational Safety and Health Administration regulations, the National Electrical Code and the National Electrical Safety Code.

4.1.5. The Cable System shall be capable of passing through stereo signals to Subscribers.

4.2. *Emergency Alert System:* The Licensee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and applicable State and local EAS Plans in order that emergency messages may be distributed over the Cable System.

4.3. *Parental Control Capability*: The Licensee shall comply with all applicable requirements of federal law governing Subscribers' capability to control the reception of any Channels being received on their television sets.

5. PEG ACCESS SERVICES AND SUPPORT

5.1. *PEG Access Channels*:

5.1.1. The Licensee shall continue to make available to the Town and/or the PEG Access Designee, as designated in writing by the Issuing Authority, one (1) SD PEG Access Channel on its Basic Service Tier. In accordance with Section 5.1.2 below, the Issuing Authority may also request one (1) HD PEG Access Channel, for a total of two (2) PEG Access Channels.

5.1.2. In addition to the one (1) SD PEG Access Channel referenced above, the Licensee shall make one (1) HD PEG Access Channel available to the Town and/or the PEG Access Designee, as designed in writing by the Issuing Authority, as follows: Starting on the Effective Date of this Renewal License, the Issuing Authority may make a written request for the HD PEG Access Channel to the Licensee. Upon receipt of the Issuing Authority's written request, the Licensee shall make the HD PEG Access Channel available to Town or the PEG Access Designee within two hundred and seventy (270) days of the Licensee's receipt of such written notice from the Issuing Authority. The Issuing Authority shall include in the written notice a statement of whether the programming on such HD PEG Access Channel shall either be a simulcast of existing SD PEG Access Channel programming or distinct programming. The Issuing Authority or the PEG Access Designee may subsequently change the programming on the HD PEG Access Channel from an SD PEG Access Channel simulcast in HD to distinct programming, or from distinct programming to an HD simulcast of the existing SD PEG Access Channel, upon one hundred (180) days prior written notice from the Issuing Authority to the Licensee which change shall not occur more than once during the Renewal License term. To the extent permitted by law, the Licensee shall be allowed to recover from Subscribers applicable costs incurred to transmit HD PEG Access Channel programming of any type.

5.1.3. All programming content for the HD PEG Access Channel shall be transmitted to Licensee in HD-SDI format with a resolution of 720p. Licensee reserves the right to reassign channel number and location for any or all of the PEG Access Channels at any time during the term of this Renewal License. The HD PEG Access Channel may not be available at all times during the term of this Renewal License on Licensee's Basic Service Tier, and in order to view the HD PEG Access Channel, a Subscriber may be required to upgrade equipment at an additional charge.

5.1.4. The Licensee may carry PEG Access Programming within and outside the Town's jurisdictional boundaries, provided that PEG Access Programming from outside the Town which is carried in the Town shall not be cablecast on the PEG Access Channels made available to the Issuing Authority and/or the PEG Access Designee. If a PEG Access Channel provided under this Article is not being utilized by the Town and/or the PEG Access Designee, the Licensee may utilize such PEG Access Channel by providing at least sixty (60) days

advance written notice to the Issuing Authority. In the event that the Town and/or the Access Provider determines to use such PEG Access capacity for PEG Access purposes, the Issuing Authority shall have the right to utilize such PEG Access Channel by providing at least sixty (60) days advance written notice to the Licensee.

5.2. PEG Interconnection and Cablecasting:

5.2.1. The Licensee shall continue to connect to equipment owned by the Town and/or the PEG Access Designee at 8 West Common Street, Topsfield, Massachusetts (the “PEG Interconnection Site”). The Issuing Authority or, if designated by the Issuing Authority in writing to Licensee, the PEG Access Designee, shall be required to pay Licensee for all costs associated with: (i) any equipment upgrade where the need for the upgrade is initiated by the Issuing Authority or PEG Access Designee; (ii) relocating any connection where the need for relocation is initiated by the Issuing Authority or PEG Access Designee; (iii) re-installing and/or replacing any connection at an existing location where the need for such re-installation and/or replacement is initiated by the Issuing Authority or PEG Access Designee; or (iv) installing any new connection if initiated by the Issuing Authority or PEG Access Designee; provided, however, that Issuing Authority and/or PEG Access Designee responsibility for the foregoing costs is subject to the Issuing Authority’s express written consent, and subject further to Licensee’s prior disclosure of such costs and prior consent to same by the Issuing Authority or PEG Access Designee.

5.2.2. The demarcation point between the Licensee’s signal processing equipment (which the Licensee shall own, install and maintain) and the Town’s PEG equipment shall be at the output of the Town's signal processing equipment at the PEG Interconnection Site. The Town and/or the PEG Access Designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all PEG access programming up to the demarcation point and for ensuring all PEG access programming is inserted on the appropriate upstream PEG Access Channel. All PEG access programming shall be transmitted to the Licensee in baseband, SD-SDI or HD-SDI format with either mono or stereo audio signals, and with signals received by Licensee in stereo cablecast by Licensee in stereo. Notwithstanding the foregoing, the Licensee shall not be obligated to provide the Town or PEG Access Designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Town’s side of the demarcation point and used to generate or administer any PEG access signals, except as necessary to implement the Licensee’s responsibilities specified herein. The Issuing Authority and the Licensee shall work together in good faith to resolve any connection issues. If the Issuing Authority issues a license to, or renews a license with, a competing VSP, the competing VSP may not connect its system to Licensee’s System for the purposes of obtaining PEG access programming from the PEG Access Channels transmitted on Licensee’s System without Licensee’s prior written consent.

5.3. PEG Grant:

5.3.1. *PEG Grant:* The Licensee shall provide equipment and/or facilities funding to the Issuing Authority and/or the PEG Access Designee, as directed by the Issuing Authority, for the support of the production of local PEG Access Programming and/or other cable-

related purposes (the “PEG Grant”). The PEG Grant provided by the Licensee hereunder shall be Ninety Thousand Dollars (\$90,000.00), payable as follows: (i) Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) within sixty (60) days of the Effective Date; (ii) Twenty-Two Thousand Five Hundred Dollars (\$22,500) on or before the first (1st) anniversary of the Effective Date; (iii) Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) on or before the second (2nd) anniversary of the Effective Date; (iv) and Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) on or before the third (3rd) anniversary of the Effective Date. The Town and/or the PEG Access Designee shall own all equipment purchased with funding pursuant to this Section 5.3.1, and the Licensee shall have no obligation to maintain, repair, replace or insure any such equipment.

5.3.2. If the Issuing Authority enters into any new or renewed cable license agreement with any other VSP which contains obligations associated with a PEG Grant or other comparable program that are lesser than the obligations set forth above, the Licensee’s obligations under this Section shall be reduced, on an annual basis and upon the effective date of said agreement, to an amount equal to the lowest total payment required to be made by any VSP to the Town. The relief available in the event of the foregoing is equitable relief going forward, and the Licensee shall not recover amounts already paid to the Town. Notwithstanding the foregoing, if at any time during the term of this License, any other VSP ceases to provide cash grants to the Town in support of the production of local PEG programming in accordance with the terms of its respective license agreement, then Licensee’s PEG Grant obligation shall also cease. The Issuing Authority shall provide notification to Licensee within thirty (30) days of such other VSP’s failure to provide a cash grant in accordance with the schedule set forth in such VSP’s license agreement with the Issuing Authority. Equipment, services and other in kind, non-monetary contributions to the Town by such VSP shall not count towards the cash grants referenced in this paragraph.

5.4. *PEG Access Support:*

5.4.1. *PEG Access Support:* The Licensee shall provide annual funding to the Issuing Authority for PEG Access Channel operating support or other PEG Access Channel costs and expenses (“PEG Access Support”) in the amount of two and one-half percent (2.5%) of the Licensee’s annual Gross Revenue, subject to the limitation in Section 6.2; however, if the Town issues or renews any cable licenses after the Effective Date that provide for a lower percentage of PEG Access Support, then the percentage of the Licensee’s PEG Access Support payments shall be reduced to match such lower percentage over that same time period. The Issuing Authority shall place Licensee’s PEG Access Support payments in a restricted account for cable related purposes in the nature of a grant account and not into the general fund, which account will be under the Issuing Authority’s control.

5.4.2. The PEG Access Support payments shall be made no later than forty-five (45) days following the end of each calendar quarter. The Licensee shall be allowed to provide an extra payment if needed to correct any payments that were incorrectly omitted, and shall have the right to offset against future payments any payments that were incorrectly submitted, in connection with the quarterly remittances within ninety (90) days following the close of the calendar quarter for which such payments were applicable. For purposes of the PEG Access Support payment, the period for determining Gross Revenues shall be the preceding calendar

quarter. If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, then the calculation of Gross Revenues shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of Licensee in accordance with FCC rules, regulations, standards or orders.

5.5. *Recovery of Costs:* To the extent permitted by federal law, the Licensee shall be allowed to recover the costs of PEG interconnection, the PEG Grant, and PEG Access Support payments, and any other costs arising from the provision of PEG services and related payments, required by this Renewal License from Subscribers and to include such costs as separately billed line items on each Subscriber's bill.

5.6. *Late Payments:* In the event that any of the PEG Grant, the PEG Access Support and/or the License Fee payments is or are not paid on or before the due date set forth in this Renewal License for such payments, then interest shall accrue from the due date until the date paid at the rate of two percent (2%) per annum above the Prime Rate, compounded annually.

5.7. *PEG Access Channel Maintenance/Technical Standards/Performance Tests:* The Licensee shall monitor the PEG Access Channels for technical quality consistent with applicable FCC technical standards, as such standards may be amended from time to time, and shall ensure that they are maintained at standards the same as those which apply to the Cable System's commercial channels of similar format and resolution; provided that the Licensee is not responsible for the production quality of PEG Access Programming productions, nor for any deficiencies in the signal that it receives from the Town and/or the PEG Access Designee. Upon the written request of the Issuing Authority, the Licensee shall make available to the Town a copy of the Licensee's most recent annual performance tests.

5.8. *Listing of PEG Access Channels On Licensee's Electronic Program Guide:* If the Licensee lists PEG Access Channel program content titles on its electronic program guide in any other municipality in the State (other than on a test or trial basis), then it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of listing the Town's PEG Access Channel program content titles on the Licensee's electronic program guide; however, the Licensee shall not be required to list the Town's PEG Access Channel program content titles on its electronic program guide.

5.9. *PEG Access Channel Video-On-Demand:* If the Licensee provides any other municipality in the State with PEG Access Programming "video-on-demand" (VOD) (other than on a test or trial basis), it shall, upon written request, discuss in good faith with the Issuing Authority the technical feasibility and commercial reasonability of providing PEG Access Programming VOD in the Town; however, the Licensee shall not be required to provide PEG Access Programming VOD in the Town.

5.10. *Censorship:* The Licensee, the Town and the PEG Access Designee shall comply with applicable laws regarding program censorship or any other control of the content of the PEG Access Programming on the Cable System.

5.11. *PEG Operational Rules:* The Issuing Authority and/or the PEG Access Designee shall establish rules and regulations that require all local producers and users of any of the PEG Access facilities or Channels to assume individual responsibility for any program-based liability including but not limited to liability for copyright infringement or defamation, and to hold the Town and the Licensee harmless for same, subject to applicable Title VI and FCC requirements. The PEG Access Designee shall establish rules and regulations for use of PEG Access facilities consistent with, and as required by, Section 611 of the Communications Act (47 U.S.C. § 531) and this Renewal License.

5.12. *Non-Commercial Programming:* The Issuing Authority and/or PEG Access Designee shall not use the PEG Access channels to provide for-profit commercial programming. Nothing in this Section 5.12 shall prohibit the Issuing Authority and/or PEG Access Designee from having memberships, sponsorships, underwriting or acknowledgements (such as underwriting and acknowledgements accepted by PBS), to the extent not otherwise prohibited by applicable law and regulation.

5.13. *No PEG Access Designee Rights:* The Issuing Authority and the Licensee herein acknowledge and agree that any PEG Access Designee is not a party to this Renewal License and that any provisions herein that may affect a PEG Access Designee are not intended to create any rights on behalf of any PEG Access Designee.

6. LICENSE FEES

6.1. *License Fee:* Pursuant to Section 9 of M.G.L. Chapter 166A, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year.

6.2. *Maximum License Fee Obligation:* Any fee, tax, assessment, grant, contribution of any type (including in-kind) or expenditure paid or incurred by the Licensee under this Renewal License and/or under applicable State law in connection with the provision by Licensee of Cable Service in the Service Area is subject to classification as a “franchise fee” and the five percent (5%) cap on such fees in accordance with Sections 622(b) and (g) of the Communications Act (47 U.S.C. § 542) and applicable federal rules and regulations.

6.3. *Payment Information:* In determining the License Fee, the number of Subscribers shall be measured as of December 31st of the preceding calendar year. The License Fee shall be paid no later than March 15th of each year during the term of this Renewal License.

6.4. *Limitation on Actions:* The period of limitation for recovery of any payment obligation under this Renewal License shall be three (3) years from the date on which payment by the Licensee is due.

6.5. *Recomputation:*

6.5.1. Tender or acceptance of any payment made pursuant to Article 5 and/or 6 herein shall not be construed as an accord that the amount paid is correct, nor shall such

acceptance of payment be construed as a release of any claim that the Issuing Authority may have for additional sums, including interest payable under Section 5.6 above and/or pursuant to this Section 6.5. All amounts shall be subject to audit and re-computation by the Issuing Authority pursuant to this Section 6.5.

6.5.2. If the Issuing Authority has reason to believe that any such payment is incorrect, it shall notify the Licensee thereof in writing within ninety (90) business days after receiving such payment. The Licensee shall then have ninety (90) business days after receipt of such notice to provide the Town with additional information documenting the accuracy of such payment. In the event that the Issuing Authority does not reasonably believe that such documentation supports the accuracy of such payment, then the Issuing Authority may conduct an audit of such payment, provided that the Issuing Authority shall be limited to one audit every three years during the term of this Renewal License, which audit shall be applicable to the previous three (3) year period in accordance with Section 6.4 above. If, after such audit and re-computation, an additional fee is owed to the Town, then such fee shall be paid within thirty (30) business days after such audit and re-computation, together with any applicable late charges calculated pursuant to Section 5.6 above.

6.6. *Method of Payment:* All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

6.7. *Other Payment Obligations and Exclusions:* Subject to Section 622(g)(1) of the Communications Act, the License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliate shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments herein.

6.8. *Affiliates Use of System:* Use of the Cable System by any Affiliates of the Licensee shall be in compliance with applicable State and/or federal laws.

7. CUSTOMER SERVICE

7.1. *Standards:* The Licensee shall comply with the FCC's cable television customer service and notice regulations codified at 47 C.F.R. § 76.309(c), 47 C.F.R. § 76.1602, and 47 C.F.R. § 76.1603, as amended, and the billing and termination of service provisions contained in 207 CMR § 10.00, as amended; provided, however, that Licensee may satisfy the requirements of 47 C.F.R. § 76.309(c)(1)(v) through its website. Measurement of the telephone availability standards in 47 C.F.R. § 76.309(c)(1)(ii) shall include all calls received by the Licensee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.

7.2. *Outage Credits:* In the event that all Cable Service is interrupted for twenty-four (24) or more hours, Licensee will grant affected Subscribers a pro rata credit or rebate.

8. REPORTS AND RECORDS

8.1. *Open Books and Records:* Upon at least thirty (30) business days written notice to the Licensee, the Issuing Authority or its designee shall have the right to inspect at an office of the Licensee, the Licensee's books and records pertaining to the Licensee's provision of Cable Service in the Town during Licensee's regular business hours and on a reasonable and non-disruptive basis, as is reasonably necessary to ensure compliance with the terms of this Renewal License. Such notice shall specifically reference the section or subsection of this Renewal License which is under review, so that the Licensee may organize the necessary books and records for appropriate access by the Issuing Authority. The Licensee shall not be required to maintain any books and records for Renewal License compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Licensee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to the provision of Cable Service in the Town. If the Licensee believes that the requested information is proprietary or confidential, the Licensee shall provide the following information to the Issuing Authority: (i) specific identification of the information; (ii) a statement attesting to the reason(s) the Licensee believes the information is confidential; and (iii) a statement that the documents are available at the Licensee's designated offices for inspection by the Issuing Authority. The Issuing Authority shall take reasonable steps consistent with applicable law to protect the proprietary and confidential nature of any books, records, maps, plans or other documents requested by the Issuing Authority that are provided pursuant to this Renewal License to the extent they are designated as such by the Licensee. The Licensee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2. *Records Required:* The Licensee shall at all times maintain:

8.2.1. Records of all written Complaints for a period of three (3) years after receipt by the Licensee.

8.2.2. Records of outages for a period of three (3) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3. Records of service calls for repair and maintenance for a period of three (3) years after resolution by the Licensee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4. Records of installation/reconnection and requests for service extension for a period of three (3) years after the request was fulfilled by the Licensee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5. A map showing the area of coverage for the provisioning of Cable Services.

8.3. *Dual Filings*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of any documents or forms filed by the Licensee with the FCC and/or the DTC that materially pertain to the Licensee's Cable System in the Town.

8.4. *Proof of Performance Tests*: Upon written request of the Issuing Authority, the Licensee shall provide a copy of proof of performance tests required by applicable law.

8.5. *Annual Performance Review*: The Issuing Authority or its designee may, at its discretion but not more than once per twelve-month period, hold a performance evaluation session. The purpose of such evaluation session shall be to review the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall provide the Licensee with thirty (30) days advance written notice of such evaluation session. The Issuing Authority shall provide the Licensee with a written report with respect to the Licensee's compliance within sixty (60) days after the conclusion of such evaluation session.

8.6. *Quality of Service*: If there exists credible evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of the Licensee's Cable Services in the Town, then, after notice to the Licensee and an opportunity to cure, the Issuing Authority shall have the right to require the Licensee to test, analyze and report in writing on the performance of the Cable System.

9. INSURANCE AND INDEMNIFICATION

9.1. *Insurance*:

9.1.1. The Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this Renewal License, the following insurance coverage:

9.1.1.1. Commercial General Liability Insurance in the amount of six million dollars (\$6,000,000) per occurrence for property damage and bodily injury and six million dollars (\$6,000,000) general aggregate. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of the Licensee's Cable Service business in the Town.

9.1.1.2. Automobile Liability Insurance in the amount of six million dollars (\$6,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3. Workers' Compensation Insurance meeting the statutory requirements of the Commonwealth of Massachusetts and Employers' Liability Insurance in the following amounts: \$100,000 bodily injury by accident/\$100,000 disease-each employee/\$500,000 disease-policy limit.

9.1.2. The Town shall be included as an additional insured as their interests may appear under this Renewal License on the Commercial General Liability Insurance and Automobile Liability Insurance required herein.

9.1.3. Upon receipt of notice from its insurer(s) the Licensee shall provide the Issuing Authority with thirty (30) days' prior written notice of cancellation of any required coverage.

9.1.4. Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Massachusetts, with an A.M. Best Financial Strength rating of A- or better.

9.1.5. Upon written request, the Licensee shall deliver to the Issuing Authority, Certificates of Insurance showing evidence of the required coverage.

9.2. *Indemnification:*

9.2.1. The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage, including without limitation damage to Persons or property, real and personal, due to the actions of the Licensee, its employees, officers or agents arising out of the installation, maintenance and/or operation of the Cable System under this Renewal License. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred by the Town up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

9.2.2. With respect to the Licensee's indemnification obligations set forth in Section 9.2.1, the Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of the Licensee's choice to defend the claim, subject to the consent of the Issuing Authority, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Issuing Authority from cooperating with the Licensee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Issuing Authority, the Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and the Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such settlement includes the release of the Town and the Issuing Authority does not consent to the terms of any such settlement or compromise, the Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such settlement.

9.3. *Performance Bond.* The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of twenty-five thousand dollars (\$25,000). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License. The performance bond shall be effective throughout the term of this Renewal License and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes

due the Town which arise by reason of the construction, upgrade, maintenance and/or operation of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Article 11 below. Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that a performance bond provided pursuant to this Renewal License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 9.3 within thirty (30) days of such failure to renew or cancellation. Neither cancellation, nor termination nor refusal by the surety to extend the bond, nor the inability of the Licensee to file a replacement bond or replacement security for its obligations under this Renewal License, shall constitute a loss to the Town recoverable under the bond. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License. Recourse by the Town of remedies available under this Section 9.3 shall not be exclusive of other lawful remedies available to the Town at law and equity. Said bond shall be substantially in the form of **Exhibit B** attached hereto.

10. RENEWAL OF LICENSE

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Town that relate to the renewal of this Renewal License shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546, and M.G.L. Chapter 166A. The Town shall notify the Licensee of any ascertainment proceedings conducted pursuant to Section 626 of the Communications Act, and shall provide the Licensee with a copy of the record of such proceeding.

11. ENFORCEMENT AND TERMINATION OF LICENSE

11.1. *Notice of Violation:* If at any time the Issuing Authority believes that the Licensee has not complied with the terms of this Renewal License, the Issuing Authority shall informally discuss the matter with the Licensee, however the Issuing Authority reserves the right to inform the Licensee of such non-compliance in writing prior to informal discussions. If such informal discussions do not lead to resolution of the problem in a reasonable time, the Issuing Authority shall then notify Licensee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the “Noncompliance Notice”).

11.2. *The Licensee’s Right to Cure or Respond:* The Licensee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond in writing to the Issuing Authority, if the Licensee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, continue such efforts until said noncompliance is cured, and notify the Issuing Authority at no more than twenty-one (21) day intervals as to the Licensee’s efforts and progress to remedy such noncompliance. Upon a jointly agreed upon cure of any noncompliance by the Issuing Authority and the Licensee, the Issuing Authority shall provide the Licensee with written confirmation that such cure has been effected.

11.3. *Public Hearing:* In the event that the Licensee fails to respond to the Noncompliance Notice pursuant to the procedures set forth in Section 11.2 above, and if the Issuing Authority seeks to continue its investigation into the alleged noncompliance, then the Issuing Authority shall schedule a public hearing. The Issuing Authority shall provide the Licensee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place and purpose of such public hearing and whether revocation of this Renewal License is a possible consequence. At any designated public hearing where revocation of this Renewal License is not a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence. At any designated public hearing where revocation of this Renewal License is a possible consequence, the Licensee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel and to introduce relevant evidence, and shall also have the right to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Issuing Authority, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete record shall be made of such hearing. Within thirty (30) days of the close of the hearing, the Issuing Authority shall issue a written determination of its findings.

11.4. *Enforcement:* In the event the Issuing Authority, after the public hearing set forth in Section 11.3 above, determines that the Licensee is in default of any provision of this License, the Issuing Authority may:

11.4.1. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages;

11.4.2. Commence an action at law for monetary damages or seek other equitable relief;

11.4.3. Assess liquidated damages in accordance with the schedule set forth in Section 11.6 below;

11.4.4. Submit a claim against an appropriate part of the performance bond pursuant to Section 9.3 above;

11.4.5. In the case of a substantial noncompliance of a material provision of this Renewal License, seek to revoke this Renewal License in accordance with Section 11.5; or

11.4.6. Invoke any other lawful remedy available to the Town.

11.5. *Revocation:* In the event that the Issuing Authority determines that it will revoke this Renewal License pursuant to Section 11.4 above, the Licensee may appeal such written determination of the Issuing Authority to an appropriate court or to the Cable Division, which shall have the power to review the decision of the Issuing Authority consistent with applicable law and regulation. The Licensee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of the Licensee's receipt of the written determination of the Issuing Authority. The Issuing Authority may, at its sole discretion, take any lawful action that it

deems appropriate to enforce the Issuing Authority's rights under this Renewal License in lieu of revocation of this Renewal License.

11.6. *Liquidated Damages:* For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority has made a determination of default in accordance with the procedures set forth in Sections 11.1 through 11.4 above. On an annual basis from the Effective Date, the Licensee shall not be liable for liquidated damages that exceed ten thousand dollars (\$10,000). The liquidated damages shall be assessed as follows:

(1) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.12 herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that any such non-compliance continues;

(2) For failure to comply with the PEG Access provisions in accordance with the Section 5.1 herein, Fifty Dollars (\$50.00) per day, for each day that any such non-compliance continues; and

(3) For failure to comply with the customer service standards in accordance with Article 7 herein, Fifty Dollars (\$50.00) per day that any such non-compliance continues.

Such liquidated damages shall not be a limitation upon any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to this Section 11.6, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only. Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Communications Act.

12. MISCELLANEOUS PROVISIONS

12.1. *Actions of Parties:* In any action by the Town or the Licensee that is taken pursuant to the terms of this Renewal License, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required by either party under the terms hereof, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

12.2. *Jurisdiction:* Jurisdiction and venue over any dispute, action or suit arising out of this Renewal License shall be in a federal or State court of appropriate venue and subject

matter jurisdiction located in the State, and the parties hereby agree to be subject to the personal jurisdiction of said court for the resolution of any such dispute.

12.3. *Binding Acceptance:* This Renewal License shall bind and benefit the parties hereto and their respective receivers, trustees, successors and assigns.

12.4. *Preemption:* In the event that federal or State law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Renewal License, such provision shall be read to be preempted to the extent and for the time, but only to the extent and for the time, required by law. In the event such federal or State law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Issuing Authority.

12.5. *Force Majeure:* If by reason of Force Majeure, either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be held in violation or default during the continuance of such inability.

12.6. *Acts or Omissions of Affiliates:* During the term of this Renewal License, the Licensee shall be liable for the acts or omissions of its Affiliates to the extent arising out of any such Affiliate's operation of the Cable System to provide Cable Services in the Town.

12.7. *Delivery of Payments:* Licensee may use electronic funds transfer to make any payments to the Town required under this Agreement.

12.8. *Warranties:* Each party hereto warrants, represents and acknowledges to the other party that, as of the Effective Date, such party has the requisite power and authority under applicable law and its organizational documents, if any, and is authorized and has secured all consents which are required to be obtained as of the Effective Date, to enter into and be legally bound by the terms of this Renewal License.

12.9. *Notices:* Unless otherwise expressly stated herein, notices required under this Renewal License shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

12.9.1. Notices to the Licensee shall be mailed to:

Verizon New England Inc.
6 Bowdoin Square
10th Floor
Boston, MA 02114
Attention: Niall Connors, Franchise Service Manager

12.9.2. with a copy to:

Verizon
1300 I St. NW
Suite 500 East
Washington, DC 20005
Attention: Tonya Rutherford, VP and Deputy General Counsel

12.9.3. Notices to the Issuing Authority shall be mailed to:

Town of Topsfield
Topsfield Town Offices
8 West Common Street
Topsfield, MA 01983
Attention: Town Administrator

12.9.4. with a copy to Town Counsel:

Town Counsel
Town of Topsfield
Topsfield Town Offices
8 West Common Street
Topsfield, MA 01983

12.10. *Entire Agreement*: This Renewal License and the Exhibits hereto constitute the entire agreement between the Licensee and the Issuing Authority, and supersede all prior or contemporaneous agreements, representations or understandings (written or oral) of the parties regarding the subject matter hereof and can be amended or modified only by a written instrument executed by both parties.

12.11. *Captions*: The captions and headings of articles and sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of this Renewal License. Such captions shall not affect the meaning or interpretation of this Renewal License.

12.12. *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Renewal License.

12.13. *Recitals*: The recitals set forth in this Renewal License are incorporated into the body of this Renewal License as if they had been originally set forth herein.

12.14. *No Recourse Against Issuing Authority:* Pursuant to Section 635A(a) of the Communications Act (47 U.S.C. § 555(a)), the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, members, employees or agents other than injunctive relief or declaratory relief, arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License

12.15. *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this Renewal License or any other action to forbid or disallow the Licensee from providing Cable Services, shall the Licensee or its assignees be required to sell any right, title, interest, use or control of any portion of the Licensee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Town or any third party. The Licensee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Licensee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or the PEG requirements set out in this Renewal License.

12.16. *Interpretation:* The Issuing Authority and the Licensee each acknowledge that it has received independent legal advice in entering into this Renewal License. In the event that a dispute arises over the meaning or application of any term(s) of this Renewal License, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of the Renewal License.

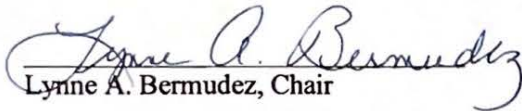
12.17. *No Third Party Beneficiaries:* The provisions of this Renewal License are for the benefit of the Licensee and the Issuing Authority and not for any other Person.

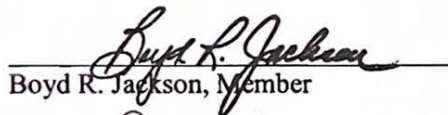
12.18. *Counterparts:* This Renewal License may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Further, this Renewal License may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Renewal License.

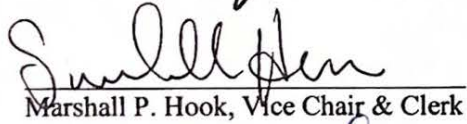
SIGNATURE PAGE FOLLOWS

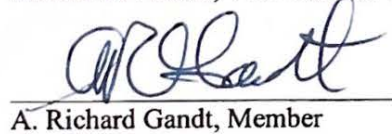
AGREED TO THIS 4th DAY OF April, 2022.

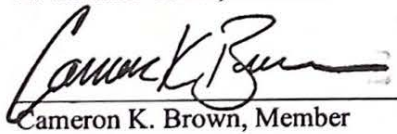
TOWN OF TOPSFIELD
By its Select Board:


Lynne A. Bermudez, Chair


Boyd R. Jackson, Member


Marshall P. Hook, Vice Chair & Clerk

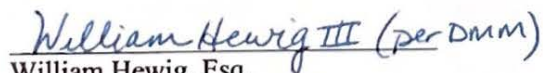

A. Richard Gandt, Member


Cameron K. Brown, Member

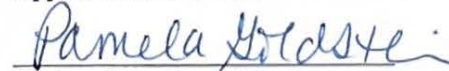
VERIZON NEW ENGLAND INC.

By: 
Kevin M. Service,
Senior Vice President of Operations –
Consumer and Mass Business Market

Approved as to Form:


William Hewig, Esq.
Counsel to the Town of Topsfield
Date: 4/22/2022

Approved as to Form:


Verizon Law Department
Date: 4/19/22

EXHIBITS

EXHIBIT A – PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE
SUBJECT TO SECTION 3.3

EXHIBIT B – FORM OF PERFORMANCE BOND

Exhibit List

Town of Topsfield Renewal License – April 4, 2022

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED CABLE SERVICE

SUBJECT TO SECTION 3.3

Town Hall (2 drops) - 8 West Common Street
Police Station - 210 Boston Street
Fire Station - High Street
Public Library - 1 South Common Street
Proctor Elementary School - 60 Main Street
Steward Elementary School - 261 Perkins Row
DPW Building - 279 Boston Street
Little Brook Community Center - 69 Washington Street
Park and Cemetery Department - Haverhill Road
Gould Barn - 1 Howlett Street

Exhibit A

EXHIBIT B
FORM OF PERFORMANCE BOND

Franchise Bond
Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That (name & address) (hereinafter called the Principal), and (name and address) (hereinafter called the Surety), a corporation duly organized under the laws of the State of (state), are held and firmly bound unto (name & address) (hereinafter called the Oblige), in the full and just sum of Twenty-five Thousand Dollars (\$25,000), the payment of which sum, well and truly to be made, the said Principal and Surety bind themselves, their heirs, administrators, executors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal and Oblige have entered into a License dated _____ which is hereby referred to and made a part hereof.

WHEREAS, said Principal is required to perform certain obligations under said Agreement.

WHEREAS, the Oblige has agreed to accept this bond as security against default by Principal of performance of its obligations under said Agreement during the time period this bond is in effect.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall perform its obligations under said Agreement, then this obligation shall be void, otherwise to remain in full force and effect, unless otherwise terminated, cancelled or expired as hereinafter provided.

PROVIDED HOWEVER, that this bond is executed subject to the following express provisions and conditions:

1. In the event of default by the Principal, Oblige shall deliver to Surety a written statement of the details of such default within 30 days after the Oblige shall learn of the same, such notice to be delivered by certified mail to address of said Surety as stated herein.

2. This Bond shall be effective _____, 2022, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Oblige not less than sixty (60) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon sixty (60) days advance written notice from the Surety to the Oblige.

Exhibit B

3. Neither cancellation, termination nor refusal by Surety to extend this bond, nor inability of Principal to file a replacement bond or replacement security for its obligations under said Agreement, shall constitute a loss to the Obligor recoverable under this bond.

4. No claim, action, suit or proceeding shall be instituted against this bond unless same be brought or instituted and process served within one year after termination or cancellation of this bond.

5. No right of action shall accrue on this bond for the use of any person, corporation or entity other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.

6. The liability of the Surety is limited to the penal sum stated herein regardless of the number of years this bond remains in force or the amount or number of claims brought against this bond.

7. This bond is and shall be construed to be strictly one of suretyship only. If any conflict or inconsistency exists between the Surety's obligations as described in this bond and as may be described in any underlying agreement, contract, document or contract to which this bond is related, then the terms of this bond shall supercede and prevail in all respects.

This bond shall not bind the Surety unless it is accepted by the Obligor by signing below.

IN WITNESS WHEREOF, the above bonded Principal and Surety have hereunto signed and sealed this bond effective this _____ day of _____, 2022.

Principal

Surety

By: _____

By: _____
_____, Attorney-in-Fact

Accepted by Obligor: _____
(Signature & date above - Print Name, Title below)

Exhibit B

Town of Topsfield Renewal License – April 4, 2022